

KRISS & FEUERSTEIN LLP

Jerold C. Feuerstein, Esq.
Stuart L. Kossar, Esq.
360 Lexington Avenue, Suite 1200
New York, NY 10017
(212) 661-2900
(212) 661-9397 – facsimile
jfeuerstein@kandflp.com
skossar@kandflp.com

Attorneys for 1234 Pacific Street Lender LLC

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X

In re:

1234 Pacific Management LLC,

Debtor.

-----X

Chapter 11

Case No. 1:19-40026-nhl

Hon. Nancy Hershey Lord

**REPLY OF 1234 PACIFIC STREET LENDER LLC IN FURTHER SUPPORT OF AN
ORDER REFERRING 1234 PACIFIC STREET LENDER, ORLAINE EDWARDS,
GLORIA MALCOLM, AND THE DEBTOR TO MEDIATION**

TO THE HONORABLE NANCY HERSHEY LORD,
UNITED STATES BANKRUPTCY JUDGE:

1234 Pacific Street Lender LLC (the “Secured Creditor”), a secured creditor and mortgagee of the Debtor, 1234 Pacific Management LLC (the “Debtor”), by and through its attorneys, Kriss & Feuerstein LLP, respectfully submits this reply to the Limited Opposition filed on October 11, 2019 by Orlaine Edwards (“Edwards”) [ECF No. 57] (the “Opposition”) and in further support of its Motion filed on October 4, 2019 [ECF No. 54] (the “Motion”) for the entry of an Order pursuant to § 105 of Title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) and Rule 9019-1, of the Local Rules of this Court (the “Local Rules”): (a) referring the Secured Creditor, the Debtor, Edwards, Gloria Malcolm (“Malcolm” and together with the Secured Creditor, Edwards and Malcolm, the “Creditor Parties”) on the one hand, and the Debtor on the other hand to mediate their disputes (the “Mediation”) surrounding each party’s claims against the

Debtor and (b) granting such other related relief as this Court deems just and proper. In further support of the Motion, the Secured Creditor respectfully represents as follows:

1. Other than the Opposition of Edwards, there has been no opposition to the Motion by Malcolm or the Debtor. In fact, the Debtor has consented to the Mediation [ECF No. 59].

2 In her opposition, Edwards also consents to the Mediation but requests that she not be required to pay any portion of the Mediation expenses or costs (the “Mediation Costs”) based upon the de minimis value of claims when compared to the claims of the Secured Creditor and Malcolm.

3. The Secured Creditor respectfully requests that the Creditor Parties (including Edwards) and the Debtor equally share the Mediation Costs.

4. Alternatively, to alleviate concerns raised in the Opposition relating to the Mediation Costs, the Secured Creditor would be amenable to this Court appointing a *pro bono* mediator, which would equally reduce the Mediation Costs for all parties, including Edwards.

5. Based on the foregoing, it is respectfully requested this Court refer the Creditor Parties and the Debtor to the Mediation.

WHEREFORE, the Secured Creditor respectfully requests that the Bankruptcy Court grant this Motion in its entirety and grant such other and further relief as is just and proper.

Dated: New York, New York
November 4, 2019

KRISS & FEUERSTEIN LLP

By: s/ Jerold C. Feuerstein
Jerold C. Feuerstein, Esq.
Stuart L. Kossar, Esq.
360 Lexington Avenue, 12th Floor
New York, New York 10017
(212) 661-2900

Attorneys for 1234 Pacific Street Lender LLC